

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

SOUTHERN STAR, INC.,

Plaintiff

vs.

DISPUTE SOLUTIONS, INC.

Defendant

No. CIV-06-30-WH

FILED
APR 14 2006
WILLIAM B. GUTHRIE
Clerk, U.S. District Court
By Deputy Clerk

PLAINTIFF'S INITIAL DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1), Plaintiff Southern Star, Inc. ("Southern Star") hereby provides the following initial disclosures:

A. Persons Having Discoverable Information:

1. David Fields, c/o Newton, O'Connor, Turner & Ketchum, 15 West Sixth Street, Suite 2700, Tulsa, Oklahoma, 74119-5423, (918) 587-0101. David Fields is President of Southern Star. He has knowledge of facts regarding Defendant's marketing of its dispute resolution services to Southern Star and other facts upon which Southern Star bases its claims against Defendant.

2. Jeremy Fields, c/o Newton, O'Connor, Turner & Ketchum, 15 West Sixth Street, Suite 2700, Tulsa, Oklahoma, 74119-5423, (918) 587-0101. Jeremy Fields is Vice President of Southern Star. He has knowledge regarding the Defendant's marketing of its dispute resolution services made the subject of this matter as well as other facts upon which Southern Star bases its claims in this matter.

3. Wendy Davis, c/o Newton, O'Connor, Turner & Ketchum, 15 West Sixth Street, Suite 2700, Tulsa, Oklahoma, 74119-5423, (918) 587-0101. Wendy Davis is the Human

Resources Director for Southern Star. She has knowledge of facts relative to the dispute resolution services made the subject of this matter as well as other facts upon which Southern Star bases its claims.

4. Kelly C. Dykes, 102 N. Shiloh Rd., Suite 300, Garland, Texas, 75042, (972) 485-5905. Kelly C. Dykes signed the "Contract for Services" made the subject of this matter as President of Defendant.

B. Documents Plaintiff May Use to Support Its Claims:

1. "Contract For Services"
2. Southern Star, Inc. Dispute Resolution Plan and related documents.
3. Filings in and other documents relating to *Juan Soto, et al. v. Enterprise Leasing Company of Houston, Inc., et al.*, 408th Judicial District Court, Bexar County, Texas, Case No. 2004-CI-02496.

Copies of these documents are in Plaintiff's possession, custody or control. Their specific location is either the offices of Southern Star or offices of counsel for Southern Star.

C. Computation of Damages

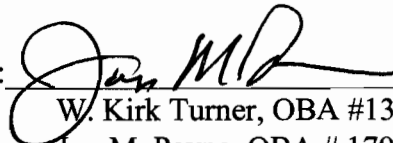
One measure of Plaintiff's damages is the difference in what Defendant represented as the maximum litigation exposure (\$74,000) and the amount actually paid by or for Plaintiff in the *Soto* litigation (in excess of \$1,950,000) exceeds \$1,850,000. Another form of damages to Plaintiff is the amount equal to what Plaintiff paid to Defendant for the defective dispute resolution services plus interest. Without considering interest, that amount is \$34,600, plus costs incurred in litigating Southern Star's claims in this matter.

D. Insurance Agreements

Southern Star is not aware of any applicable insurance agreements.

Respectfully submitted,

**NEWTON, O'CONNOR, TURNER & KETCHUM
A PROFESSIONAL CORPORATION**

By: 
W. Kirk Turner, OBA #13791
Jon M. Payne, OBA # 17910
2700 Bank of America Center
15 West 6th Street
Tulsa, Oklahoma 74119-5423
(918) 587-0101
(918) 587-0102 - facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

This is to certify that on this 13th day of April, 2006, I mailed a true and correct copy of the above and foregoing **Plaintiff's Initial Disclosures**, postage prepaid thereon, to:

Curtis Lewis Marsh, Esq.
900 Jackson Street, Ste. 370
Dallas, Texas 75202

James W. Wilcoxon, Esq.
Wilcoxon & Wilcoxon
P.O. Box 357
Muskogee, Oklahoma 74402-0357


Jon M. Payne